

FedBizOpps Combined Synopsis/Solicitation Notice

CLASSIFICATION CODE *	J
SUBJECT *	Elevator Preventative Maintenance and Repair Services
GENERAL INFORMATION	
CONTRACTING OFFICE'S * ZIP-CODE	77030
SOLICITATION NUMBER *	VA256-16-Q-0204
RESPONSE DATE (MM-DD-YYYY)	03-15-2016
ARCHIVE	30 DAYS AFTER THE RESPONSE DATE
RECOVERY ACT FUNDS	N
SET-ASIDE	2
NAICS CODE *	811310
CONTRACTING OFFICE ADDRESS	Department of Veterans Affairs Purchasing & Contracting Michael E. DeBakey VA Medical Center 2002 Holcombe BLVD Houston TX 77030 4298
DESCRIPTION *	See Attachment
POINT OF CONTACT * (POC Information Automatically Filled from User Profile Unless Entered)	
PLACE OF PERFORMANCE	
ADDRESS	
POSTAL CODE	
COUNTRY	
ADDITIONAL INFORMATION	
AGENCY'S URL	
URL DESCRIPTION	
AGENCY CONTACT'S EMAIL ADDRESS	
EMAIL DESCRIPTION	

* = Required Field

1. Description: This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. The commercial items procedures of FAR Part 12 will be used. Solicitation# RFQ VA256-13-Q-0204. This solicitation is issued as request for quote (RFQ).

2. Solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2005-86 (effective 02/01/16)

3. This is a Total Small Business Set Aside. “Only quotes submitted by small business concerns will be accepted by the Government. Any quotes submitted by a contractor that is not a small business concern will not be considered for award”.

4. Offer’s business size certification and status will be verified in the System Award Management (SAM), Small Business Administration (SBA), and Vendor Information Page (VetBiz) portal with contractor Data Universal Number (DUN). Offer shall ensure the company data is available to be viewed in all systems. Quotes shall be considered non responsive if Contracting Officer is not able to verify data in SAM’s, SBA, and VetBiz. Contracting Officer will view publically as well as logged in to the system.

5. NAICS code is 811310, size standard is \$7.5 MILLION.

6. Place of Performance: Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston, TX 77030

7. Performance Period: April 1, 2016 to March 31, 2021 (Base Year Plus Four (4) One Year Option Periods exercised at the discretion of the government.

8. All questions pertaining to this solicitation shall be submitted by 2:00pm CST March 3, 2016. Send all questions electronically to anthony.marion2@va.gov.

9. Quotes shall be delivered to the address below by or on the set forth due date or emailed to anthont.marion2@va.gov NO LATER THAN March 15, 2016 by 2:00 PM CST. No Fax Copies will be accepted.

Michael E. DeBakey VA Medical Center
Purchasing and Contracts, (90C) Rm 4B-307
Attn: Anthony Marion, Contracting Officer
2002 Holcombe Boulevard
Houston, Texas 77030-4298

10. SCOPE OF WORK

Scope of Work
for
ELEVATOR PREVENTATIVE MAINTENANCE & REPAIR SERVICES

GENERAL REQUIREMENT

I. Contractor shall furnish all labor, elevator equipment, all necessary skilled and certified labor for the original equipment manufacturer, materials, parts, software, transportation, travel, and supervision to provide Preventive Maintenance and Repair Services (PMRS) to all current and future elevators to include Fisher House 1 and Fisher House 2, cartlifts, and dumbwaiters located at the Michael E. DeBakey VA Medical Center, 2002 Holcombe Boulevard, Houston, Texas 77030. Contractor shall perform a pre-inspection and examination for all government on equipment to include but not limited to cars inside and out, machine rooms, hoistway equipment and pits. The types of equipment at the Michael E. DeBakey VA Medical Center are OTIS, MATOT, MONTGOMERY, DOVER, THYSSEN-KRUP and SCHINDLER. Contractors failure to provide a thorough examination of the equipment does not relieve responsibility under this contract. Contractor personnel shall not be considered as government employees for any purpose under the contract. All documents submitted by the contractor shall have suitable marking illustrating the contractor.

II. DEFINITIONS

The following terms have the following meanings in this scope of work (SOW):

- VA Administrative Hours: 8:00 AM to 4:30 PM, Monday through Friday, excluding federal holidays
- Non-Administrative Hours: 4:30 PM to 8:00 AM, 24 hours on weekends and federal holidays
- Straight Time: shall be considered as technician working hours during normal VA Administrative Hours.
- Government: the United States of America
- Veterans Affairs (VA): Government's federal agency for which the Government contracts for the services specified herein. VA and Government will be used interchangeably throughout this SOW and contract. Where the term "VA" is used, it shall mean the same as "Government".
- COR: Contracting Officer's Representative
- PMRS: Preventive Maintenance (PM) and Repair Services (RS)
- Elevator: the word "Elevator" shall include all passenger, service elevators, cartlifts, and dumbwaiters.
- Government personnel observed Holidays: The Government hereby provides notice and Contractor hereby acknowledges receipt that Government personnel observe the listed days as holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas	December 25

In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute

Any other day designated by Executive Order

Any other day designated by the President's Proclamation

III. Period of Performance: April 1, 2016 to March 31, 2017 plus four one year option periods.

IV. Contract Type: Firm Fixed Priced

SPECIFIC REQUIREMENTS

I. LICENSES AND/OR PERMITS

The Contractor shall obtain all necessary licenses and/or permits required to perform the work under this contract. All costs associated with obtaining necessary licenses and/or permits shall be Contractor's responsibility.

II. CONFORMANCE TO INDUSTRY STANDARDS

All work under this contract shall be in conformance to the manufacturer guidelines and/or the following industry standards, as applicable, whichever is more stringent:

- ASME A17.1 Safety Code for Elevators and Escalators, latest edition
- ASME A 17.2 Inspectors' Manual for Elevators and Escalators, latest edition
- ASME A17.3 Safety Code for Existing Elevators and Escalators, latest edition
- NEIT Vertical Transportation Standards for Elevators, Escalators, and Dumbwaiters, latest edition
- NFPA 70 National Electric Code, latest edition
- **Latest Manufacturer's requirements and specifications on inspection, maintenance, and operation of each elevator model**

For any apparatus where such guidelines are not specifically called out, Contractor shall service all apparatus (as a minimum) to the common practice standards of the Industry for the equipment. Contractor shall submit to the VA for approval a PM, testing and maintenance check chart or checklist to the VA COR for each covered component or assembly. Covered equipment listed on the schedule encompass all system components and associated apparatus as normally supplied and required for operation by the manufacturers in the currently installed configuration, including integrity of connections to building utilities, excluding building utility supply lines up to the point of manufacturer provided hardware. Replacement of interior car lights and monthly cleaning of all elevator pits is included. Contractor shall clean all elevator pits during non-administrative hours. Cleaning of interior of cars and exterior hoist way frames and doors, are not excluded. The PM, maintenance and testing checklist shall be in accordance with all current ASME, NFPA and all other applicable standards.

Contract covers maintenance services required due to normal wear and tear by all parties. Disrepair caused by proven negligent misuse or vandalism is not covered, and in such instances Contractor shall service notice of such to the VA based upon the \$60,000 per year parts and labor rider that is offered as part of this contract. \$60,000 ceiling applies for Base Year and each Option year exercised at the discretion of the government.

III. INCLUDED WORK

1. This service shall include, but not be limited to the following:

- a. Weekly systematic examination of equipment;
- b. Cleaning, lubricating, adjusting, repairing and replacing of all parts as necessary to keep the equipment in first-class condition and proper working order; and changing all indicator lamps as needed.
- c. Furnishing all lubricant, cleaning materials and parts required.
- d. Equalizing tension, shortening or renewing of hoisting ropes where necessary.

This includes hoisting ropes or other cables determined to need replacement during the semi-annual elevator inspection. Contractor shall provide a unit cost per elevator for hoisting rope renewal as separate line item and Contracting Officer shall issue a modification at that unit price for hoisting rope renewal for the life of this contract. All hoisting rope replacement work performed under this contract will be subject to all terms and conditions of this contract. Hoisting Rope Replacements shall be completed during non-Administrative hours unless otherwise approved by the COR.

- e. The performance standards set forth in the original specification including flight time, cycle time, and door times, shall be maintained at all times.
- f. The operational system shall function, to the original standards specified, including any changes and/or adjustments required meeting varying conditions of hospital occupancy.
- g. Assure smooth starting and stopping and accurate leveling at all times.

2. Maintenance service shall not include the performance of any work required as a result of improper use, accidents, or negligence for which the Contractor is not directly responsible. This contract will include a \$60,000 per year parts and labor rider to cover work performed as a result of improper use, accidents, negligence or abuse. The contractor shall submit, as a separate line item a per hour labor rate at both straight time and overtime.

3. Provide 24-hour 7 days per week emergency callback service, which shall consist of promptly responding to calls within **two hours** for emergency service. Emergency callback service is defined as outside the VA Administrative Hours and Non-Administrative Hours of the assigned technician(s). The COR or Engineer staff will contact the contractor should a shutdown or emergency trouble develop between regular examinations. Emergency service call back response

time Monday through Friday during VA Administrative Hours excluding Federal Holidays shall be **fifteen minutes**. Federal Holidays are: MLK Day, Presidents Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas, and New Year's Day. To included, any other day designated by Federal Statute, any other day designated by Executive Order or any other day designated by the President's Proclamation VA Administrative Hours are defined as 8:00 AM to 4:30 PM, Monday through Friday, excluding federal holidays.

4. Service and emergency personnel shall not be consider as government employee, and shall report to the COR or his authorized representative upon arrival at the hospital and again upon completion of the required work. A copy of the work ticket containing a complete description of the work performed shall be given to the COR. All personnel shall check in at the Energy Control Center located in Building 104 upon arrival and again upon leaving the premises. If the COR is not available the service ticket may be left at the Energy Control Center in Building 104.

5. The Contractor shall maintain a log. The log shall list the date and time of all weekly examinations and all trouble calls. Each trouble call shall be fully described, including the nature of the call; necessary correction performed, and/or parts replaced. In lieu of a log the contractor may provide all of this information on a website that authorized VA personnel can access at any time remotely 24/7.

6. Contractor shall provide and integrate a Real Time monitoring system for elevators B110, B109, Fisher House 1 and Fisher House 2 to allow the contractor and VA staff to continuously monitor elevator equipment performance to facilitate troubleshooting and predicting operational problems in each unit and associated equipment. System shall be integrated with government Building Automation System (BAS).

7. Contractor shall include as part of their quote the installation of resettable digital cycle counters to be installed on various units coordinated with the Contracting Officer Representative.

8) Contractor shall provide with technical quote, a system/installation for electronic troubleshooting on equipment in building B110, B109, Fisher House-1 and Fisher House-2 that sends out alerts to contractor staff of impending maintenance issues. These electronic alerts shall help the staff in determining frequencies of PM, maintenance and testing and help staff in quickly recognizing and rectifying problems. System shall be integrated with government Building Automation System (BAS).

9) Contractor shall coordinate with VA Fire Alarm staff in performing any related annual fire alarm testing for each elevator. This work shall be performed after VA Administrative Hours.

10. Contractor shall submit PMRS work sheets for VA review and approval. PMRS work sheets shall include daily, weekly, monthly, quarterly, semi-annual and annual maintenance in accordance with manufacture recommend maintained and current industry standards

IV. Scheduled Maintenance Requirements

a) The Contractor shall be responsible for establishing an effective system for accomplishing scheduled and unscheduled maintenance, including a backlog listing of work to be accomplished. The scheduling system and backlog listing shall be available for inspection by the COR at any time.

b) Regular routine maintenance examination shall be performed at a frequency of not less than weekly for all equipment.

c) PMRS's are to be performed during administrative hours on the same day of each week. The contractor shall submit, at the beginning of the contract, to the COR, the day of the week he/she intends on performing the required PMRS. If the day falls on a holiday the contractor shall perform the required PMRS's on the next business day following the holiday. The contractor shall notify the COR if he/she intends on changing the PMRS day or if he/she cannot perform the PMRS ON schedule.

d) For all covered traction type elevators and cartlifts, Contractor shall schedule and perform comprehensive PM consisting of bi-weekly condition/performance inspections, and extended monthly service performed according to a monthly, quarterly, semi-annual, or annual schedule, as indicated by the contractor PM checkcharts. Contractor shall also provide weights and perform annual and five-year inspection tests as per ASME A 17.1 and A 17.2 Code, cooperating with a certified inspector contracted by VA to witness tests and record results. Attached vertical transport system schedule indicates systems due for testing during contract term.

e) For all covered hydraulic-type elevators. Contractor shall schedule and perform comprehensive PM consisting of bi-weekly condition/performance inspections, and extended monthly service performed according to a monthly, quarterly, semi-annual, or annual schedule, as indicated by the contractors PM checkcharts. Contractor shall also provide weights and perform annual and three-year inspection tests as per ASME A 17.1 and A 17.2 Code, cooperating with a certified inspector contracted by VA to witness tests and record results. Attached vertical transport system schedule indicates systems due for testing during contract term.

f) For all covered dumbwaiter systems, Contractor shall schedule and perform comprehensive PM consisting of bi-weekly condition/performance inspections, and extended monthly service performed according to a monthly, quarterly, semi-annual, or annual schedule. Contractor shall also provide weights and perform annual and five-year inspection tests as per ASME A 17.21 and A 17.2 Code, cooperating with a certified inspector contracted by VA to witness tests and record results. Attached vertical transport system schedule indicates systems due for testing during contract term. All check charts shall be electronic and can be access web based.

g) The contractor shall communicate with the COR to provide a monthly, weekly, and biweekly checkchart that indicate the frequency and schedule for applicable items, and the methods for performing the service. Contractor shall perform service in accordance with industry or manufacturer service recommendations as per Section II CONFORMANCE TO INDUSTRY STANDARDS. The monthly PM checkcharts shall include an item for Contractor to certify the

reliability of all life-safety critical components and shall be filled out and submitted upon completion of the monthly PM service or posted electronically on the website.

h) The weekly or bi-weekly PM service, of one-hour minimum duration per unit, shall be conducted to find and correct any problems. Contractor shall immediately resolve deficiencies, including items designated for specific attention under monthly inspections. Contractor shall complete weekly/bi-weekly PM checkchart to indicate whether specific key items were found to require maintenance and the nature of service performed. The contractor checkcharts shall be turned in to the contact office when work has been completed for the day.

i) During all PM services, any specific device cleaning, lubrication, adjustment or part replacement which is performed shall be indicated on accompanying service reports with contractor name.

j) PM visits shall be performed at times convenient to the VA, with weekly or bi-weekly PM being conducted according to a pre-arranged recurring schedule, to be specified or approved by the VA Engineering COR within two weeks after the contract effective date. Weekly/bi-weekly and monthly PM service shall include, but are not limited to:

(1) Systematic examination of system condition/performance, which includes as a minimum riding in car to each floor (elevators) or transporting loads to various floors (cartlifts, dumbwaiters), checking audible/ visual indicators and system response to call buttons or switches at landing stations, inspecting machinery and mechanical spaces, inspecting all door safety interlocks and submitting findings and corrections in detailed service report and PM check chart or posting to website.

(2) Cleaning, lubricating, adjusting, and replacing of all parts as necessary to keep the equipment in full and proper working order, and to keep all parts and apparatus within manufacturer accepted tolerance specifications.

(3) Equalizing tensions, shortening or renewing of hoisting ropes where necessary.

(4) Keeping equipment adjusted to original or currently specified performance standards at all times, including flight times, cycle time and door times.

(5) Assuring continuously smooth starting and stopping, accurate leveling, and freedom from performance deterioration perceptible to occupants, such as shaking, hesitation, vibrations, rattles or squeaks.

(6) Keeping machinery and mechanical spaces clean and free of rubbish.

(7) Scheduled service includes, but is not limited to, items on contractors PM checkcharts.

(8) Contractor shall coordinate with VA Fire Alarm staff in performing any related annual fire alarm testing for each elevator. This work s be performed after VA Administrative Hours.

k) Contractor's failure to schedule and perform a PM within the specified time interval shall be considered non-compliance with terms of contract, and VA will issue a contractor discrepancy report. Criticality of this equipment requires that continued such failure will necessitate holding Contractor in default and the VA obtaining suitable service via separate means.

l) Where specific maintenance procedures or guidelines are given by the VA, Contractor shall perform in accordance with these guidelines in addition to industry guidelines described in Section II, CONFORMANCE TO INDUSTRY STANDARDS. If a specific procedure is not given by the VA, the manufacturer's recommended PM procedure, as described in their service manual, shall be followed.

2. Safety, Inspection, and Other Tests

a) Safety tests and other tests and inspections shall be performed by the Contractor. Contractor shall perform all safety tests and other tests and inspections as recommended and required by ASME A17.1 AND ANSI/ASME A17.2.

b) Contractor shall be required to attach tags after testing as specified by Code, such as at the governor-releasing carrier, and oil buffer, etc.

c) Any repairs or adjustments necessary to complete a test and return the elevator to service shall be performed by the Contractor at no additional expense to the Medical Center.

d) After completion of the required tests, submit document of the test results to the COR.

e) All elevators provided with firefighters' service shall be subjected monthly to Phase I recall and a minimum of one floor operation on Phase II to assure the system is maintained in proper operating order in accordance with A17.1 Code. A written record of findings on the operation shall be made by the Contractor and kept on the premises of said operation. Testing shall be done on weekend, holidays or the hours before 6:30 AM or after 6:30 PM, at no additional cost to the Medical Center.

f) All tests or inspections that will remove the elevator from normal operation shall be scheduled in advance with the COR.

3. The following performance levels shall be maintained at all times:

a) Contract speed and brake to brake flight time shall be maintained as originally installed and adjusted.

b) Leveling accuracy shall be maintained at all times.

c) Opening and closing times, door close torques of all cars shall at all times be maintained within the limits of ASME A17.1 Code with a minimum of stand open time consistent with traffic demands at each floor.

d) Door reversal on all elevators equipped with mechanical safety shoes shall always be operational. Ensure all electric eyes or door detectors are working at all times.

e) Variable car and hall door open times shall be maintained in accordance with original field adjustments. Deviations from this will not be permitted unless requested and/or approved by this COR.

f) Upon satisfactory completion of this or subsequent readjustments, a computerized elevator analyzer or similar type event recorder shall be utilized to accurately record the hall waiting time at each landing and other data necessary to establish that the system is operating at peak efficiency. Results shall be submitted and be labeled as to floor, time, date and identification of all other data and shall be delivered together with an analysis of the tapes/disks to the COR.

4. Cleaning, Examining, Adjusting, and Lubricating of All Elevators

The Contractor shall furnish all labor and supplies, parts and materials necessary to regularly and systematically clean, examine, adjust, lubricate as required and if conditions warrant, repair or replace, including but not limited to the followings:

a) Machine, worm, gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, brake linings and component parts.

b) Machine motor, motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.

c) Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, time devices, computer devices, Cathode Ray Tube (CRT) devices, selector tape or wire and mechanical and electrical driving equipment.

d) Governor, governor ropes, governor sheave and shaft assembly, bearings, contacts, and governor jaws.

e) Deflector or secondary sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs.

f) Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

g) Automatic power operated door operator, car door hanger, car door contact, door protective devices, load weighing equipment, car frame, car safety mechanism, platform, wood platform flooring, car guide shoes including gibs and rollers.

h) Car operating panel(s) and equipment, hall lanterns, hall buttons and signal devices.

i) Where applicable to hydraulic elevators include cylinder head, plunger exposed surfaces, plunger gland and packing, pumps, exposed piping, fittings and flexible pipe connections, operating controls, check and relief valves, valves, gages and tanks.

j) All parts and materials shall be of the original manufacturer's design and specification, or equal thereto. All lubricants shall be as recommended by the manufacturer.

k) Periodically clean hoistway including all equipment located in or moving through the hoistway, car top, car sling, safeties, appliances, pits, sills, door tracks and hangers. Clean and paint as needed machine room floors.

5. The Contractor shall also:

a. Examine periodically all safety devices and governors and conduct an annual no load safety test and each fifth year perform a full load, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. If required, the governor will be calibrated and sealed for proper tripping speed.

b. Maintain an adequate factor of safety, to equalize the tension on all hoisting ropes, repair and replace conductor cables and hoistway and machine room wiring.

c. Keep car emergency light units in an operable condition at all times, test special emergency (fireman's service) service and emergency power circuits, where provided in accordance with Code requirements.

d. Inspection

(1) Periodic inspections of the elevators required by the National American Standard Safety Code for Elevators and Escalators (Latest Edition) shall be performed under separate contract in accordance with existing Michael E. DeBakey VA Medical Center VAMC Policy. Upon completion of a routine inspection, the Contractor shall be furnished with an inspection report listing deficiencies for which he is responsible to repair within 30 days. Items marked emergency should be corrected immediately. Under no circumstances, shall the Contractor allow reported deficiencies to go uncorrected beyond the contract period.

(2) The Contractor shall provide all labor and material to perform work in accordance with ASME A17.1, ASME A17.2, ASME A17.3, and ANSI/NPA 70 standards for annual, 6 months, and five year (traction only) tests. The Contractor shall perform tests at the date and time specified by the VAMC. Inspection of work shall be conducted by an independent inspector contracted by the VAMC. Maintenance contractor shall perform actual test.

e. Testing

(1) The following services will be performed at intervals specified in the American National Standard Safety Code for Elevators and Dumbwaiters. The maintenance Contractor shall furnish personnel to perform the 1 (one) year, and the 5 (five) year safety load test, (including weights), at no additional cost to the Medical Center. Scheduling of all tests shall be handled through the COR. A Medical Center's Contractor, authorized by the Michael E. DeBakey VA Medical Center VAMC, will witness all tests for the Medical Center. Michael E. DeBakey VA Medical Center VAMC personnel, as required, will be available for the tests.

(2) The Contractor shall make available personnel for the uninterrupted services to accompany the inspector during the course of any inspection.

(3) The yearly car safeties, governor and oil buffer tests and inspections shall be completed and provided to the COR or his/her representative.

(4) The five-(5) year safety and buffer tests as required by the American National Standard Safety Code for Elevators and Dumbwaiters shall be performed by the Contractor.

(5) Within six (6) months prior to the termination of this contract, a representative of the COR shall make a thorough inspection of all equipment covered under this contract. The Contractor shall correct all defects found within thirty (30) calendar days. The Contractor shall notify the COR in writing that the deficiencies have been corrected and that reinspection can be made.

(6) The inspectors used by the Medical Center on this contract may or may not work for the Medical Center. An outside company may be used to perform inspections as a representative of the Medical Center if so desired by the COR.

IV. PROCEDURE FOR REPORTING OF ARRIVAL AND DEPARTURE FOR ONSITE WORK

The Contractor's representative shall report his arrival and departure for onsite work in accordance with the following procedure:

a) Upon arrival at the station, the Contractor shall check in with the Energy Control Shop or Boiler Plant Shop to sign in on response log and receive a VA hand held radio. The sign in and hand held radio shall assist the VAMC with Contractor's presence at the facility at all times and provide immediate communication. Contractor shall carry VA hand held radio at all times during services being performed. Response time shall be determined by the first appearance of a service representative at the appropriate office in response to a particular call.

b) Upon each departure, Contractor shall serve notice of disposition of work to the COR or designee, sign out on response log and return VA hand held radio. In addition the contractor shall furnish the Energy Control or Boiler Plant Shop Foreman or his designee a copy of a work order, service sheet or other such written notification of services performed. Such reports shall include the following information:

- Name and address of contractor
- Name of contractor employee(s) performing the work
- Date(s) work performed and hours spent.
- Brief description of work performed, including PMRS's and identification of equipment worked on.
- Signature of contractor's employee(s) and signature of Energy Control or Boiler Plant Shop Foreman or designee.
- If the report is not submitted, it shall indicate that no inspection or maintenance was performed and payment may be withheld and/or delayed.

V. WORK EXCLUDED: THE FOLLOWING WORK IS SPECIFICALLY EXCLUDED FROM THIS CONTRACT Unless bilaterally agreed between the Contracting Officer and Contractor via a modification in accordance with 52.212-4.

- a) Repair or replacement made necessary due to negligence or misuse of the equipment by persons other than the Contractor, his representatives or his employees.
- b) The CO shall approve in advance any extra charge work attributed to vandalism or misuse. No invoice shall be paid without prior approval.
- c) Any repairs due to misuse or negligence shall be billed according to the labor rate specified in the pricing schedule. Parts shall be billed at actual invoiced cost.
- d) Installation of new attachments, which may be required or recommended by insurance agencies or Government Authorities.
- e) Repairs or replacement of cab enclosure, hoistway enclosures, door frames and sills, machine room lighting, cab tile or carpet, or other cab finishes.
- f) Replacement of underground hydraulic piping or hydraulic cylinder.
- g) For the purpose of clarification, any item not specifically excluded shall be considered the Contractor's responsibility.
- h) All travel costs associated with the performance of this contract are the responsibility of the contractor and are provided at no additional cost to the Government as part of this contract. Travel costs are defined as but are not limited to time and vehicle costs for personnel in travel to and from job site for all duties outlined in this specification, normal shipping charges on any parts or materials covered by this contract, costs associated with the normal shipping of parts or equipment out for repair that are covered under this contract, etc.

VI. CALLBACK SERVICES

- a) Except for emergency callback service, the Contractor shall perform all work during Administrative Hours of normal working days 8:00 a.m. to 4:30 p.m. excluding Federal holidays, unless specifically instructed otherwise by the COR.
 - Contractor shall have personnel on station at all times during Administrative Hours due to the large number of machines included in this scope and because of the extremely high use rate experienced by each machine.
 - Emergency Callback Service shall be provided 24 hours a day, seven days per week, as requested by the COR.
 - For after-hour response time to after-hour callbacks, Contractor shall respond and take corrective action at the site within 1 hour for passenger entrapments, 2 hour for all other service calls.

- A list of names of these individuals will be submitted to the COR upon award of the contract. Calls received from anyone else should be relayed to the appropriate VA Engineering COR for investigation. If desired, a call-back verification procedure may be instituted such that the Contractor will call the Engineering contact office to confirm each service call back.
- When any malfunction is reported for a covered system while contractor representative is on site for any other service, Contractor shall investigate prior to departing site, restoring operation as soon as necessary materials and equipment are available.

b) The Contractor shall provide callback services for each elevator as follows: Callback service is defined as requests for each individual elevator, either during or after Administrative Hours working hours, to correct any elevator problem or condition, which needs attention. Callbacks during Administrative Hours consists of responding to VAMC to each individual elevator service call and take corrective action at the site within 1 hour for passenger entrapments, 2 hour for all other service calls. Callback Services during the VA administrative hours and related to malfunctions not successfully preempted by PM services shall be at no additional cost to the Government. Callbacks are not to take time away from preventive maintenance and other requirements required under this contract. Equipment malfunctions shall be corrected the same day that the service call was issued. If circumstances beyond the contractor's control preclude resolution of the problem that day, the COR must be notified with an explanation of the delay.

c) The Contractor shall have service ticket on each service call signed by COR or designee. Service ticket shall identify the respective piece of equipment, description of problem, description of corrective measures taken and date and time unit was returned to regular service. Service tickets for overtime or extra charge work shall be signed and a copy left with the COR or designee. Failure to do so shall result in non-payment for extra charge work.

d) Emergency service or repairs authorized by the COR, which occur after the normal hours of operation, shall be accomplished at the overtime-hourly rates specified in the pricing schedule. The Medical Center will be responsible for premium portion of the overtime rate only. All overtime service calls shall be handled by one mechanic only unless approved in advance by the COR. If regular timework must be carried over and the Contractor wishes to continue to work beyond the Medical Center's normal hours of operation, authorization for overtime work shall be obtained from the COR before proceeding.

e) Medical Center shall not be responsible for incidental charges including, but not limited to, parking, tolls, mileage, phone, etc., on straight time or overtime work.

f) Contractor shall notify the COR or designee by telephone or in person after completion of each regular time service call and overtime calls.

VII. REMOVAL OF ELEVATOR FOR SERVICES

a) All tests, inspections, or maintenance repairs that will remove an elevator from service shall be scheduled in advance with the COR.

b) The Contractor shall comply with the following procedures when an elevator is removed from service for any reason:

Notify Facilities Management Service, Energy Control Shop Supervisor, either by phone or in person, before removing elevator from service. If work requires more than one day, daily notification shall be made. Contractor shall notify Facilities Management Service when placing the elevator back in service. Contractor's employees shall turn in Elevator Report Forms, which will furnish the information to the Energy Control Foreman, Facilities Management Service.

VIII. OTHER WORK

a) Maintenance problems discovered on equipment covered by this contract which the Contractor believes exceed the scope of contract provisions, shall not be worked on. The Contractor shall immediately notify the Engineering COR of any equipment or environmental conditions which impair or jeopardize the functioning of the equipment.

IX. DOCUMENTING

a) The Contractor shall maintain a separate maintenance record on each elevator, All maintenance records shall be readily available anytime upon request for inspection by the Contracting Officer, COR or designee. The maintenance record is the property of the government and shall be turned over to the Government at the end of the contract. The maintenance record shall be a chronological file that includes the following information:

- (1) Date.
- (2) Nature of work (i.e. PMRS or call back).
- (3) Description of work performed (contractor should be brief and concise).
- (4) Any indication of problems experienced.
- (5) Initial or signature of mechanics performing work.

b) Contractor shall be required to furnish maintenance, testing, and operational information as detailed below. This shall be either in the form of written reports with contractor name/logo or reports available on contractor owned and maintained website. If the website is down for a long duration, the Contractor shall be able to provide all of the below information to VA in written form within twenty four hours after a written request is made to the contractor:

- (1) Maintenance History - Information used by the mechanic after each scheduled exam to record the work that was accomplished.
- (2) Weekly Planner Information - Information used to plan the required maintenance procedures for the next scheduled exam. The required maintenance procedures will be determined based on the elevator usage and callback history so as to schedule maintenance procedures on elevators where the most benefit will be derived.

(3) Usage Meter - Contractor to install on each elevator controller group which will count elevator starts and display the cumulative total. The total elevator starts will be logged onto the Weekly Planner Information.

(4) Computerized Callback Report - Report to be generated daily that will include all callbacks (shutdown or malfunctions) generated the prior day and will include the following information: Elevator status, cause of malfunction, repair completed by equipment area, time the call was placed, time the mechanic arrived, time the elevator was repaired, the date, the elevator designation, the person who placed the call and the mechanic who accepted the call.

(5) Flag Report - This report will list all elevators with 2 or more callbacks in the previous month. This information combined with the elevator Usage Meter count will be utilized to schedule maintenance tasks. The Flag Report will separate the callbacks by equipment area (e.g.: controller, door, generator, etc.).

(6) Maintenance Procedure Manual(s) - The manuals will describe the standard work process for each maintenance procedure. These manuals will describe the complete maintenance procedure and must be followed if the task is to be counted as "complete" in the Weekly Planner and Maintenance History forms.

X. COORDINATION WITH EQUIPMENT USERS

Once on site, Contractor's representatives are required to coordinate performance of work with the equipment users, through the Engineering COR as necessary. Depending upon situation, Contractor may be directed to notify "area supervisor" of his presence as well as of possible disruptions which may affect their operations. At all times, Contractor's representatives shall respond to inquiries from VA personnel regarding any operational aspect of the work they are performing, or shall direct that party to the Engineering COR. If requested, Contractor may be required to notify area supervisor of repair status prior to leaving the area for the day. Small occasional delays (up to one hour per occasion) in Contractor's progress due to coordination with equipment users are considered a normal part of work, but VA will make every effort to eliminate delays in work progress.

XI. CONTRACTOR'S MECHANIC

a. Contractor shall provide qualified journeyman mechanic as required to provide all PMRS and correct any deficiencies. This is to be done above and beyond his/her repair time each week. Non emergency services/repairs shall be completed at the time of inspections unless the Contractor requests, in writing, and obtains approval to perform repair work at a later date and time. The COR or designee shall be provided written notice in a timely manner. Contractor shall provide weekly/biweekly PM check chart to indicate whether specified key items were found to require maintenance and the nature of service performed. The check charts shall be completed and remain in the elevator machine room when work has been completed for the day.

b. The Contractor shall provide all qualified personnel at the Medical Center from 8:00 a.m. to 4:30 p.m. Contractor shall provide personnel to cover maintenance requirements to accomplish the maintenance schedule and assist in repairs, inspections and adjustments.

c. Experience/Qualification Requirements

(1) Supervision: The Contractor shall arrange for satisfactory supervision of the contract work. The Contractor or his on-site supervisors shall be available at all times when the contract work is in progress to receive notices, reports, or request from the Contracting Officer or the COR.

(2) Experience/Qualifications of Elevator Mechanics:

a. All maintenance personnel directly engaged in the work to be accomplished under the contract shall be Fully Qualified based upon training and on experience in the field. For training, the technicians shall have successfully completed a formalized training program, for the specific equipment located within MEDVAMC. For field experience, the technicians shall possess a minimum of 10 (ten) years of experience. The fully qualified technician shall have a minimum 10 (ten) years' experience in working on Traction and Hydraulic elevators using the types of controls and systems in use at MEDVAMC.

b. The technicians shall be authorized by the Contractor to perform the maintenance services. All work shall be performed by "Fully Qualified" competent technicians directly employed by the contractor. The Contractor shall provide written assurance of the competency of their personnel and a list of credentials of approved technicians for each make and model the contractor required to service OEM for the 44 elevators at the MEDVAMC. The CO may authenticate the training requirements, request training certificates or credentials from the Contractor at any time for any personnel who are servicing or installing any VAMC equipment. The CO and/or COR specifically reserve the right to reject any of the Contractor's personnel and refuse them permission to work on the VAMC equipment.

c. The contractor shall submit a resume of qualifications, license, training with quote for personnel and employees proposed for this service contract. The contractor shall identify, by name, the key management and technical personnel who shall work under this task order at the time the work is being negotiated. The Government reserves the right to review the qualifications of the proposed replacement personnel and to reject individuals who do not meet the qualifications set forth in the SOW.

XII. CONDITION OF EQUIPMENT

Upon contract award, the contractor accepts "as is" all elevator equipment specified in the contract. Failure to inspect the elevators, prior to contract award, will not relieve the contractor from performing services/repairs in accordance with the strict intent and meaning of the specifications at no additional cost to the VA. Offerors should inspect the premises prior to submitting their offers in order to be fully aware of the scope of services required.

XIII. UNIFORMS

The Contractor shall require all employees, including supervisors, to wear distinctive uniform clothing for ready identification, and assure that every employee is in uniform no later than the time specified by the COR, or otherwise no later than 10 working days from the date an employee first enters on duty. The uniform shall have the Contractor's name, easily identifiable, affixed thereon in a permanent manner such as a badge or monograms.

XIV. SAFETY COMPLIANCE

a) The Contractor shall adhere to all OSHA, EPA, NFPA Life Safety Codes, and all other regulatory requirements.

b) In performance of this contract, the Contractor shall follow VAMC safety policy and standard for safe work practices, and take such safety precautions as the Safety Officer or designee may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Contractor shall comply with VAMC smoking policy, which designates all interior space as non-smoking areas.

c) Patient, employee, visitors, and contractor personnel safety shall be maintained at all times. The contractor is responsible for the occupation safety and health of his/her employees. The Contractor shall comply with all applicable OSHA safety and health standards. The Contractor shall replace all safety guards, equipment, devices, etc. removed to service or repair the elevator immediately after completion of work or when leaving the job unattended.

d) The Contractor shall submit to the Contracting Officer Representative, prior to the start of the contract, the Material Safety Data Sheets (MSDS) for all potentially hazardous materials (lubricants, cleaners, working fluids, etc.) to be used in the facility in performance of the contract, and will not use, in the facility, such materials which have not been so cleared in advance with the VAMC. MSDS for new chemicals shall be furnished concurrently with arrival of the chemical on site. The Contractor shall maintain a copy of all MSDS at the chemical storage site in a location accessible to VAMC personnel to assure compliance with all laws and requirements regarding the "Right to Know" law.

e) The Contractor is responsible to identify, provide and maintain all personal protective equipment required to perform the duties outlined in the contract. In addition, the contractor is responsible for identifying and providing all applicable safety programs (i.e. lockout/tag out, confined space entry, universal precautions, etc.) required to perform the work. Training on required safety programs and the proper use of PPE's shall be provided, and documentation maintained by the contractor.

f) The Contractor shall obtain a Hot Work Permit from the Safety Office whenever soldering, welding, using a cutting torch, or other open flame, spark, or heat producing equipment. The contractor is required to follow ALL requirements outlined for the issuance of the Hot Work Permit.

g) The Contractor shall be notified of any non-compliance with the previous provisions. The contractor shall, after receipt of such notice, immediately correct the condition and notify the

contracting officer in writing that the condition has been corrected. It, in the opinion of the Safety Officer or designee the condition is life threatening he/she shall instruct the contractor to stop work until the condition has been corrected. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue and order halting of all or any part of the work, and Contractor may be held in default. The Contractor bears all costs of stop work time and correcting safety hazards.

h) The contractor shall provide within ten (10) working days after receipt of this contract a detailed listing of the following information:

(1) Safety program/procedures are required to be followed by the contractor's personnel in the performance of their duties and when such procedures are required.

(2) Listing of personal protective equipment(s) required to be utilized by the contractor's personnel in the performance of their duties. Also when equipment will be required.

(3) Material Safety Data Sheet (MSDS'S) for any chemical(s) utilized by the contractor in the performance of this contract.

i) Contractor shall be responsible for the supervision of all their employees while on government property. It is the Contractor's responsibility to assure compliance with the scope of work and requirements referenced in this contract. Provisions provided in the scope of work are not intended to relieve the Contractor of this responsibility.

XV. INJURY OR ACCIDENT

Contractor shall submit a written report to the VAMC within five work (5) days of any incident of a major malfunction, accident or injury involving an elevator. The report shall state the cause, what and when repairs and tests were or are to be made to correct the cause of the incident.

XVI. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Contractor shall submit a copy of his quality control plan concurrently with the quote in adherence with Scope of Work requirements. Quality control measures shall include, but not be limited to:

a) An inspection system covering all the services described in the contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspection.

b) The checklist shall include every area of the Contractor's operation as well as every task required to be performed.

c) A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Medical Center inspectors point out the deficiencies.

d) A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the Medical Center upon request, at any time during the term of the contract.

e) Any shutdown or breakdown last longer than five (5) working days (40 working hours), from initial notification to the Contractor, shall require prior approval of the COR.

XVII. PERFORMANCE PARAMETERS

a) Performance Parameter Chart

The performance parameter chart (PPC) below lists the contract's primary service requirements, the associated performance standards, the acceptable quality levels (AQL), and the methods of government surveillance. While there are several contract requirements not listed in the chart below, failure to list a requirement in the PPC does not negate the Contractor's obligation to perform all contract requirements. Additionally, the VA reserves all rights and remedies under the provisions and clauses of the contract when performance of any contract requirement is unacceptable, whether or not listed below.

PPC #	Performance Parameters	Acceptable Quality Level AQL	Method of Surveillance
1	All elevators shall be optimized for their uptime.	Equipment uptime shall be 96% per month and per equipment. (See Note #1)	<ul style="list-style-type: none"> ➤ Review of Periodic Reports ➤ Review of Discrepancy Reports
2	All elevators shall be well-maintained to minimize the PM-related service requests.	<u>No more than 2</u> verified equipment related service requests per cab within the same calendar month	<ul style="list-style-type: none"> ➤ Review of Periodic Reports ➤ Review of Discrepancy Reports
3	All callback services shall be responded within the specified timeframe.	<u>No more than 1 verifiable instance within the same calendar month in which Contractor fails to respond within the specified timeframe for both entrapment and other callback services as set forth under section VI Callback Services</u>	<ul style="list-style-type: none"> ➤ Review of Periodic Reports ➤ Review of Discrepancy Reports
4	All maintenance records shall be adequately documented, updated, and posted for each cab.	For all elevators, no more than 1 time within the same calendar month in which Contractor fails to meet the requirements for	<ul style="list-style-type: none"> ➤ Review of Periodic Reports ➤ Review of Discrepancy Reports ➤ COR's or his designee's

		the maintenance records	inspections
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Notes:

a) Monthly percentage uptime – defined as the number of hours the elevator is available for use divided by 720. This number is based on thirty day months. Monthly uptime must be 96% for each elevator.

b) Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT

When the Contractor does not achieve satisfactory performance, the COR or his/her designee(s) will notify the Contracting Officer by forwarding the Contract Discrepancy Report to the Contracting Officer who will issue this report to the Contractor. Within 2 days after receiving this report from the Contracting Officer, the Contractor shall provide a thorough response to the Contracting Officer for the reported discrepancies by completing the appropriate sections of this report designated to be filled by the Contractor. Contractor shall immediately correct substantiated discrepancies to the satisfaction of the Contracting Officer and her/his COR or COR's designees. Contractor is expected to, at a minimum, keep up with the performance standards set forth in this contract and is strongly encouraged to exceed these standards. Repeated failures to achieve the performance standards set forth will be the cause for the Contracting Officer's issuance of Cure Notices which may lead to termination of this contract for default.

c) Evaluation of Contractor's Performance

Pursuant to FAR 42.15, throughout the course of this contract, the Contractor shall be evaluated for his performance under this contract. This evaluation will be documented in the government contract file and other government database and/or automated system if applicable. The Government, at its own discretion, will choose to include in its evaluation all elements on the PPC and other performance standards set forth in this contract if deemed necessary. The Government, at its own discretion, will use its own format, forms, and the like to accomplish this evaluation. Contractor will be furnished a copy of performance evaluation as soon as it is practicable for the Government after the completion of any evaluation. Contractor will be afforded an opportunity to respond to the evaluation. Copies of the evaluation, contractor response, and review comments, if any, shall be retained as part of the evaluation. These evaluations may be used to support future award decisions, and will therefore be marked "Source Selection Information"

d) Should the same or similar problem recur three times on a particular device during course of contract period despite attempted corrections, the Contractor shall ensure that the cause of the problem has been identified and completely corrected so that the problem will not recur.

e) Each individual malfunction reported shall be construed as a separate maintenance callback for computation purposes. Items which Contractor finds and corrects during PM visits without VA notification are not counted in these computations. Scheduled equipment outages necessary to complete PM work are not counted in these computations; however, Contractor shall make all possible efforts to limit PM downtime, and VA shall be given advance estimate of downtime duration. A Contractor representative shall remain on site while equipment is down for PM.

f) Systems will be inspected semi-annually by a VA-contracted, certified elevator inspector who will report on the level of performance and maintenance of elevators. Maintenance items shall receive satisfactory report as per VA Forms 10-6166, "Report of Inspection of Elevators," and 10-6167, "Report of Test of Elevator Governor and Safety Devices". The Contractor shall correct all cited inspection deficiencies which are included in the contract specifications within the response time and downtime limitations of this contract. The Contractor shall provide cost proposals in accordance with section VIII Other Works for correction of any items cited which are not included in the contract when requested by the VA.

XVIII. PARTS/SOFTWARE AVAILABILITY

a. Contractor shall have a comprehensive inventory of parts and components for all equipment covered under contract immediately available for necessary repairs in order to limit equipment downtime. A minimum of the following replacement small components, in quantities sufficient to immediately resolve typical device failures for each unit covered, are to be stored on-site in new lockers provided by the Contractor in elevator mechanical rooms: switch contacts; switch bushings; conductors or leads; motor brushes; guide-shoe gibs and rollers; roller guides; safety edges; push-button or car-operating device contacts; coils and door interlocks; complete switch assemblies; fuses and lamps; relays; coils; resistors; capacitors; printed circuit boards; solid state components; gland packing, thrust bearings; locks; motors; lubricants; wiping cloths; and non-toxic cleaning compound with high flash points.

b. Contractor shall submit with quote listing of authorized dealer /seller that shall be working under awarded contract. All parts provided shall be the most recently manufactured parts for the specified elevators listed in Attachment 2 that will keep each unit fully operational.

c. Contractor shall possess capability to provide the most recent software updates that shall keep each unit fully operational. Contractor shall submit with quote authorized dealer/seller that shall be utilized.

XIX. EMERGENCY TELEPHONE NUMBERS

The Contractor shall provide the COR with pertinent emergency telephone numbers, in order to summon assistance in case an emergency develops. At least one of the emergency telephone numbers shall be manned twenty-four (24) hours per day. This information shall be provided in writing to the COR, prior to the contract start date.

XX. INFORMATION RELATING TO CONDUCT OF CONTRACTOR'S EMPLOYEES

- a) The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or office equipment provided for official Medical Center use.
- b) Contractor shall require his employees to comply with the instructions pertaining to conduct and other regulations called to the Contractor's attention by the CO/COR, Federal Protective Officers, or Inspectors.
- c) Contractor shall use firefighters service test log for monthly and yearly log.

XXI. GENERAL INFORMATION

- a) The Contractor shall immediately notify the contracting office and contracting officer's representative (in writing) of the existence of the development of any defects in, or repairs required to the elevators which the contractor considers he is not responsible for under the terms of the contract, and shall furnish him a written estimate of the cost to make necessary repairs. The contracting officer reserves the right to make final determination of the responsibility. The contracting officer also reserves the right to solicit the services of other contractors to make said repairs.
- b) The Government reserves the right to perform emergency repairs to any elevator which is disabled if, in the Government's opinion, it jeopardizes patient or employee safety.
- c) The Contractor shall ensure that the elevator pits(s) and elevator machine room(s) are kept clean and free from dirt and debris. Contractor shall clean and vacuum all HOISTWAY(s), pit(s) and machine rooms once a month to remove dust and debris accumulation.
- d) The Contractor shall require his employees to comply with all VA rules and regulations pertaining to the conduct of his employees while on station. Particular attention is drawn to the fact that the VAMC is a NO SMOKING Facility. Smoking is not permitted in any building (including Penthouses and elevator pits).
- e) Contractor shall have use of station telephones to make business calls related to Medical Center's equipment. Misuse of this privilege will necessitate the need to require the contractor to use public telephones.

XXII. WARRANTY

The Contractor shall warrant satisfactory equipment condition for repair and maintenance work outside the contract for a period of ninety (90) days immediately following completion of such work.

The Contractor shall warrant satisfactory equipment condition for covered systems for a period of 1 year immediately following the contract expiration date.

Warranty service shall be limited to correcting items discovered to be in poor condition due to insufficient upkeep or failure to replace worn parts during the contract period. The Contractor

shall correct these deficiencies upon notification by the Contracting Officer or Contracting Officer Representative. This warranty shall remain valid while other parties perform service on the overall systems in question, provided the individual items requiring warranty service have not been obviously subjected to unnecessary, detrimental treatment by parties other than the Contractor (qualified service performed which is reasonable and necessary to uncover the deficiency shall not void warranty obligations of the Contractor). When directed to correct any such deficiency, the Contractor shall complete the required repairs with the same responsiveness stipulated in Section VI, "Callback Services." Each repair performed in satisfying this warranty clause shall include a ninety-day extension of this warranty for the subject item, from the completion date of the related warranty work, as well.

XXIII. INVOICES & METHOD OF PAYMENTS

All invoices shall be submitted in arrears, properly prepared in accordance with FAR 52.212-4, contain sufficient details, and match with the service tickets for the work rendered.

a. Monthly Invoices

Invoices for fixed monthly fee shall be properly prepared and sent via OB10. Contractor shall register and submit invoices electronically via OB10. The website address for registering: WWW.OB10.COM.

Notes: On the right side of the screen, click on the (orange button that reads, REGISTER NOW)

THE PROMO CODE SO VENDOR DON'T GET CHARGED FOR INVOICES: VAPC7Y18

THE VA's BUYER ID NUMBER: AAA544240062.

Help Desk Number: 1-800-353-9791 or email: vafscshd@va.gov

More information on OB10 invoicing is located <http://www.ob10.com/us/en/veterans-affairs/>. These invoices shall be sent in arrears at the beginning of each month following the month in which the PM services were rendered and billed for.

a. At a minimum, all invoices shall include the following details:

- Description of the services rendered
- Billing period in which the services were rendered
- Correct purchase order number which will be issued by the Contracting Officer after the contract is awarded. Invoices without correct purchase order number shall be rejected and returned to the Contractor.
- Invoice number and date

Payments will be made in accordance with the prompt payment act out of the Government annual appropriated funds obligated in a purchase order which will be issued after the contract is awarded.

b. Invoices for Emergency/Callback Repair Services

Invoices for emergency/callback repair services shall be properly prepared, contain sufficient details, and include a copy of the repair tickets issued by the mechanic who provided the repair services. Invoices for emergency/callback repair services shall be submitted in arrears and sent to the COR at:

The Michael E. DeBakey VA Medical Center
Facility Management Services, Mail Code: 138
Attention: (Name of COR)
2002 Holcombe Boulevard
Houston, Texas 77030

The VA reserves the right to pay for the emergency/callback repair services either by the government Visa purchase card administered through Citibank Bank, or by a separate purchase order at its own discretion. The contractor shall be able to participate and accept the Government Visa card. Contractor shall use VISA Level II access, which will provide the Purchase Order Number to Citibank when sending the transactions.

XXIV. GOVERNMENT PARTY TO EXECUTE AND MODIFY THE CONTRACT

After the contract has been in force for a period of time, it may be necessary to change and/or modify the operations to provide better service. Pursuant to FAR 43.102, no government personnel other than the Contracting Officer can execute contract modifications on behalf of the government.

XXV. Elevators at the MEDVAMC.

VAMC HOUSTON VERTICAL TRANSPORT SYSTEMS

	UNIT	MACHINE #	LOCATION	MANUFACTURER
1	P-1	504801	EAST - BUILDING 100	OTIS
2	P-2	504802	EAST - BUILDING 100	OTIS
3	P-3	504803	EAST - BUILDING 100	OTIS
4	P-4	504804	EAST - BUILDING 100	OTIS
5	P-5	504805	EAST - BUILDING 100	OTIS
6	P-6	504806	WEST - BUILDING 100	OTIS
7	P-7	504807	WEST - BUILDING 100	OTIS

8	P-8	504808	WEST - BUILDING 100	OTIS
9	P-9	504809	WEST - BUILDING 100	OTIS
10	P-10	504810	WEST - BUILDING 100	OTIS
11	P-11	902401	NHCU - BUILDING 100	OTIS
12	P-12	902402	NHCU - BUILDING 100	OTIS
13	P-13	504811	LOBBY - BUILDING 100	OTIS
14	P-14	504812	LOBBY - BUILDING 100	OTIS
15	P-15	504813	LOBBY - BUILDING 100	OTIS
16	P-16	5048114	LOBBY - BUILDING 100	OTIS
17	S-1	5048115	EAST - BUILDING 100	OTIS
18	S-2	5048116	EAST - BUILDING 100	OTIS
19	S-3	5048117	EAST - BUILDING 100	OTIS
20	S-4	5048118	EAST - BUILDING 100	OTIS
21	S-5	504819	EAST - BUILDING 100	OTIS
22	S-6	504820	WEST - BUILDING 100	OTIS
23	S-7	5048221	WEST - BUILDING 100	OTIS
24	S-8	5048222	WEST - BUILDING 100	OTIS
25	S-9	5048223	WEST - BUILDING 100	OTIS
26	S-10	504824	WEST - BUILDING 100	OTIS
27	S-11	902403	MORGUE	OTIS
28	S-12	504825	SURG	OTIS
29	T-1	504826	EAST - BUILDING 100	OTIS
30	T-2	504827	EAST - BUILDING 100	OTIS
31	T-3	504828	WEST - BUILDING 100	OTIS
32	T-4	504829	WEST - BUILDING 100	OTIS

33	T-5	504830	SPD D - BUILDING 100	MATOT
34	T-6	504831	SPD C - BUILDING 100	MATOT
35	D-1	504832	PHARMACY - BUILDING 100	MATOT
36	D-2	504833	3A-217 - BUILDING 100	MATOT
36	D-3	504834	X-RAY - BUILDING 100	MATOT
38	D-4	504835	1A-180 - BUILDING 100	MATOT
39	D-5	504836	BA-200 - BUILDING 100	MATOT out of service
40	P-1	CT37116	BUILDING 109	MONTGOMERY
41	S-1	CT37117	BUILDING 109	MONTGOMERY
42	P-1	E51825	BUILDING 110	DOVER
43	P-1	D92759	FISHER HOUSE 1	SCHINDLER
44	P-1	DW499	FISHER HOUSE 2	THYSSEN-KRUP

Contractor Notice: Contractor shall provide and integrate a Real Time monitoring system for elevators B110, B109, Fisher House 1 and Fisher House 2 to allow the contractor and VA staff to continuously monitor elevator equipment performance to facilitate troubleshooting and predicting operational problems in each unit and associated equipment. System shall be integrated with government Building Automation System (BAS).

XXVII Security/ Background Investigation:

1. Contractors are required to submit all personal information for a background investigation and receive a favorable adjudication, before MEDVAMC's Human Resources issues a badge. The COR will provide the awarded contractor with required forms and be point of contact for any questions.
2. Contractor's employees shall not enter the MEDVAMC/site without appropriate badge. They may also be subject to inspection of their personal effects when entering or leaving the MEDVAMC/site.

11. Price/Cost Schedule:

Price shall be provided in accordance with the following format below:

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contractor shall furnish, including but not limited to pre inspection and	12.00	MO		

	<p>examination of all elevator equipment, all necessary skilled labor, materials, parts, equipment, software, transportation, travel, and supervision to provide Preventive Maintenance and Repair Services (PMRS) to all elevators, cartlifts, and dumbwaiters located at the Michael E. DeBakey VA Medical Center, 2002 Holcombe Boulevard, Houston, Texas 77030.</p> <p>Contract Period: Base POP Begin: 04-01-2016 POP End: 03-31-2017</p> <p>The types of equipment at the Michael E. DeBakey VA Medical Center are OTIS, MATOT, MONTGOMERY, DOVER, THYSSEN-KRUP and SCHINDLER</p>				
0002	<p>SCHEDULE FOR ROPE REPLACEMENT</p> <p>Not to exceed (NTE) 50 Each</p> <p>Contract Period: Base POP Begin: 04-01-2016 POP End: 03-31-2017</p>	1.00	EA		
0003	<p>SCHEDULE FOR EMERGENCY SERVICE</p> <p>Not To Exceed (NTE) 8 Hrs</p> <p>Contract Period: Base POP Begin: 04-01-2016 POP End: 03-31-2017</p>	1.00	HR		
0004	<p>Straight time elevator mechanic Not to exceed (NTE) 8 HRS</p> <p>Contract Period: Base POP Begin: 04-01-2016 POP End: 03-31-2017</p>	1.00	HR		
0005	<p>Straight time assistant/helper not to exceed (NTE) 8 HRS</p> <p>Contract Period: Base POP Begin: 04-01-2016 POP End: 03-31-2017</p>	1.00	HR		
0006	<p>Overtime elevator mechanic not to exceed</p>	1.00	HR		

	(NTE) 8 HRS Contract Period: Base POP Begin: 04-01-2016 POP End: 03-31-2017				
0007	Overtime assistant/helper not to exceed (NTE) 8 HRS Contract Period: Base POP Begin: 04-01-2016 POP End: 03-31-2017	1.00	HR		
0008	Resettable digital cycle counters Contract Period: Base POP Begin: 04-01-2016 POP End: 03-31-2017 Not To Exceed (NTE) 50 each	1.00	EA		
0009	Disrepair caused by proven negligent misuse or vandalism not covered. Contract Period: Base POP Begin: 04-01-2016 POP End: 03-31-2017 Not To Exceed (NTE) \$60,000 per year.	1.00	LT		
0010	Total Pricing for Base Year Contract Period: Base POP Begin: 04-01-2016 POP End: 03-31-2017	1.00	YR		
1001	Contractor shall furnish, including but not limited to pre inspection and examination of all elevator equipment, all necessary skilled labor, materials, parts, equipment, software, transportation, travel, and supervision to provide Preventive Maintenance and Repair Services (PMRS) to all elevators, cartlifts, and dumbwaiters located at the Michael E. DeBakey VA Medical Center, 2002 Holcombe Boulevard, Houston, Texas 77030. Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 03-31-2018 The types of equipment at the Michael E. DeBakey	12.00	MO		

	VA Medical Center are OTIS, MATOT, MONTGOMERY, DOVER, THYSSEN- KRUP and SCHINDLER				
1002	SCHEDULE FOR ROPE REPLACEMENT Not to exceed (NTE) 50 Each Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 03-31-2018	1.00	EA		
1003	SCHEDULE FOR EMERGENCY SERVICE Not To Exceed (NTE) 8 Hrs Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 03-31-2018	1.00	HR		
1004	Straight time elevator mechanic Not to exceed (NTE) 8 HRS Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 03-31-2018	1.00	HR		
1005	Straight time assistant/helper not to exceed (NTE) 8 HRS Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 03-31-2018	1.00	HR		
1006	Overtime elevator mechanic not to exceed (NTE) 8 HRS Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 03-31-2018	1.00	HR		
1007	Overtime assistant/helper not to exceed (NTE) 8 HRS Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 03-31-2018	1.00	HR		
1008	Resettable digital cycle counters Not to exceed (NTE) 50 Each Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 03-31-2018	1.00	EA		
1009	Disrepair caused by proven negligent misuse or vandalism not covered.	1.00	LT		

	Not to exceed (NTE) \$60,000 per year Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 03-31-2018				
1010	Total Pricing for Option Year 1 Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 03-31-2018	1.00	YR	_____	
2001	Contractor shall furnish, including but not limited to pre inspection and examination of all elevator equipment, all necessary skilled labor, materials, parts, equipment, software, transportation, travel, and supervision to provide Preventive Maintenance and Repair Services (PMRS) to all elevators, cartlifts, and dumbwaiters located at the Michael E. DeBakey VA Medical Center, 2002 Holcombe Boulevard, Houston, Texas 77030. Contract Period: Option 2 POP Begin: 04-01-2018 POP End: 03-31-2019 The types of equipment at the Michael E. DeBakey VA Medical Center are OTIS, MATOT, MONTGOMERY, DOVER, THYSSEN-KRUP and SCHINDLER	12.00	MO	_____	_____
2002	SCHEDULE FOR ROPE REPLACEMENT Not to exceed (NTE) 50 Each Contract Period: Option 2 POP Begin: 04-01-2018 POP End: 03-31-2019	1.00	EA	_____	_____
2003	SCHEDULE FOR EMERGENCY SERVICE Not To Exceed (NTE) 8 Hrs Contract Period: Option 2 POP Begin: 04-01-2018 POP End: 03-31-2019	1.00	HR	_____	_____
2004	Straight time elevator mechanic to exceed (NTE)	1.00	HR	_____	_____

	8 HRS Contract Period: Option 2 POP Begin: 04-01-2018 POP End: 03-31-2019				
2005	Straight time assistant/helper not to exceed (NTE) 8 HRS Contract Period: Option 2 POP Begin: 04-01-2018 POP End: 03-31-2019	1.00	HR		
2006	Overtime elevator mechanic not to exceed (NTE) 8 HRS Contract Period: Option 2 POP Begin: 04-01-2018 POP End: 03-31-2019	1.00	HR		
2007	Overtime assistant/helper not to exceed (NTE) 8 HRS Contract Period: Option 2 POP Begin: 04-01-2018 POP End: 03-31-2019	1.00	HR		
2008	Resettable digital cycle counters Not to exceed (NTE) 50 Each Contract Period: Option 2 POP Begin: 04-01-2018 POP End: 03-31-2019	1.00	EA		
2009	Disrepair caused by proven negligent misuse or vandalism not covered. Not To Exceed (NTE) \$60,000 per year. Contract Period: Option 2 POP Begin: 04-01-2018 POP End: 03-31-2019	1.00	LT		
2010	Total Pricing for Option Year 2 Contract Period: Option 2 POP Begin: 04-01-2018 POP End: 03-31-2019	1.00	YR		
3001	Contractor shall furnish, including but not limited to pre inspection and examination of all elevator equipment, all necessary skilled labor, materials, parts, equipment, software, transportation, travel, and supervision to provide Preventive Maintenance and Repair Services (PMRS) to all	12.00	MO		

	<p>elevators, cartlifts, and dumbwaiters located at the Michael E. DeBakey VA Medical Center, 2002 Holcombe Boulevard, Houston, Texas 77030. Contract Period: Option 3 POP Begin: 04-01-2019 POP End: 03-31-2020 The types of equipment at the Michael E. DeBakey VA Medical Center are OTIS, MATOT, MONTGOMERY, DOVER, THYSSEN-KRUP and SCHINDLER</p>				
3002	<p>SCHEDULE FOR ROPE REPLACEMENT Not To Exceed (NTE) 50 Each. Contract Period: Option 3 POP Begin: 04-01-2019 POP End: 03-31-2020</p>	1.00	EA		
3003	<p>SCHEDULE FOR EMERGENCY SERVICE Not To Exceed (NTE) 8 Hrs Contract Period: Option 3 POP Begin: 04-01-2019 POP End: 03-31-2020</p>	1.00	HR		
3004	<p>Straight time elevator mechanic. Not to exceed (NTE) 8 HRS Contract Period: Option 3 POP Begin: 04-01-2019 POP End: 03-31-2020</p>	1.00	HR		
3005	<p>Straight time assistant/helper not to exceed (NTE) 8 HRS Contract Period: Option 3 POP Begin: 04-01-2019 POP End: 03-31-2020</p>	1.00	HR		
3006	<p>Overtime elevator mechanic not to exceed (NTE) 8 HRS Contract Period: Option 3 POP Begin: 04-01-2019 POP End: 03-31-2020</p>	1.00	HR		
3007	<p>Overtime assistant/helper not to exceed (NTE) 8 HRS Contract Period: Option 3 POP Begin: 04-01-2019 POP End: 03-31-2020</p>	1.00	HR		

3008	Resettable digital cycle counters Not To Exceed (NTE) 50 Each. Contract Period: Option 3 POP Begin: 04-01-2019 POP End: 03-31-2020	1.00	EA		
3009	Disrepair caused by proven negligent misuse or vandalism not covered. Not To Exceed (NTE) \$60,000 per year. Contract Period: Option 3 POP Begin: 04-01-2019 POP End: 03-31-2020	1.00	LT		
3010	Total Pricing for Option Year 3 Contract Period: Option 3 POP Begin: 04-01-2019 POP End: 03-31-2020	1.00	YR		
4001	Contractor shall furnish, including but not limited to pre inspection and examination of all elevator equipment, all necessary skilled labor, materials, parts, equipment, software, transportation, travel, and supervision to provide Preventive Maintenance and Repair Services (PMRS) to all elevators, cartlifts, and dumbwaiters located at the Michael E. DeBakey VA Medical Center, 2002 Holcombe Boulevard, Houston, Texas 77030. Contract Period: Option 4 POP Begin: 04-01-2020 POP End: 03-31-2021 The types of equipment at the Michael E. DeBakey VA Medical Center are OTIS, MATOT, MONTGOMERY, DOVER, THYSSEN-KRUP and SCHINDLER	12.00	MO		
4002	SCHEDULE FOR ROPE REPLACEMENT Not To Exceed (NTE) 50 Each. Contract Period: Option 4 POP Begin: 04-01-2020 POP End: 03-31-2021	1.00	EA		

4003	Overtime assistant/helper not to exceed (NTE) 8 HRS Contract Period: Option 4 POP Begin: 04-01-2020 POP End: 03-31-2021	1.00	HR	_____	_____
4004	Straight time elevator mechanic to exceed (NTE) 8 HRS Contract Period: Option 4 POP Begin: 04-01-2020 POP End: 03-31-2021	1.00	HR	_____	_____
4005	Straight time assistant/helper not to exceed (NTE) 8 HRS Contract Period: Option 4 POP Begin: 04-01-2020 POP End: 03-31-2021	1.00	HR	_____	_____
4006	Overtime elevator mechanic not to exceed (NTE) 8 HRS Contract Period: Option 4 POP Begin: 04-01-2020 POP End: 03-31-2021	1.00	HR	_____	_____
4007	Overtime assistant/helper not to exceed (NTE) 8 HRS Contract Period: Option 4 POP Begin: 04-01-2020 POP End: 03-31-2021	1.00	HR	_____	_____
4008	Resettable digital cycle counters Not To Exceed (NTE) 50 Each. Contract Period: Option 4 POP Begin: 04-01-2020 POP End: 03-31-2021	1.00	EA	_____	_____
4009	Disrepair caused by proven negligent misuse or vandalism not covered. Not To Exceed (NTE) \$60,000 per year. Contract Period: Option 4 POP Begin: 04-01-2020 POP End: 03-31-2021	1.00	LT	_____	_____
4010	Total Pricing for Option Year 4 Contract Period: Option 4 POP Begin: 04-01-2020 POP End: 03-31-2021	1.00	YR	_____	_____
				GRAND TOTAL	_____

Option Pricing: The Government will average all submitted prices from each performance period and add that to the overall submitted price for total evaluation purposes.

Contracting Officer prior to exercising option year, will ensure that it is still in the Government's best interest, with price and other factor considered, and FAR Clause 52.217-8 will utilize in exercising all options.

12. CONTRACT CLAUSES/SOLICITATION PROVISIONS

The provision at 52.212-1, Instructions to Offerors -- Commercial, applies to this acquisition.

The provision at 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999) applies to this acquisition.

All offers shall include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications -- Commercial Items.

The clause at 52.212-4, Contract Terms and Conditions -- Commercial Items, applies to this acquisition and a statement. The addendum to FAR 52.212-4 also applies to this acquisition.

The clause at 52.212-5, Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items, applies to this acquisition and all additional FAR clauses cited in the clause are applicable to the acquisition.

Addendum to FAR 52.212-4 – Show FAR clauses followed by VAAR clauses in numeric order. List all clauses incorporated by reference in numeric order under 52.252-2 (see below), starting first with FAR and followed by VAAR.

13. FAR CLAUSES

1. 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)
2. 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
3. 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)
4. 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER MAY 2011
5. 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL JAN 2011
6. 52.204-18 Commercial and Government Entity Code Maintenance (JUL 2015)
7. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
8. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
9. 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)
10. 52.219-13 Notice of Set-Aside of Orders (NOV 2011)
11. 52.222-41 Service Contract Labor Standards (MAY 2014)
12. 52.222-99 Establishing A Minimum Wage For Contractors (Deviation 2014-O0017) (June 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any

subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

14. 52.228-5 Insurance-Work on a Government Installation (JAN 1997)

15. CL-120 In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000 per occurrences.

(c) Automobile liability: \$100,000 per person; \$500,000 per occurrence and property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

16. 52.232-18 AVAILABILITY OF FUNDS APR 1984

17. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

18. 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

19. 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

20. 52.237-3 CONTINUITY OF SERVICES JAN 1991

21. VAAR CLAUSES

1. 852.203-70 Commercial Advertising (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

2. 852.203-71 Display Of Department Of Veterans Affairs Hotline Poster (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

3. 852.232-72 Electronic Submission Of Payment Requests (NOV 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment has the meaning given in FAR 32.001.

(2) Designated agency office has the meaning given in 5 CFR 1315.2(m).

(3) Electronic form means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) Invoice payment has the meaning given in FAR 32.001.

(5) Payment request means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) Data transmission. A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentation and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) Invoice requirements. Invoices shall comply with FAR 32.905.

(e) Exceptions. If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

4. 852.237-70 Contractor Responsibilities (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Arkansas. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clauses)

22. SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by

FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

23. REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)

a. As prescribed in Federal Acquisition Regulation (FAR) Part 42.1502 and 42.1503, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$100,000. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, Contractor Performance Assessment System (CPARS), which is maintained by the Naval Sea Logistics Center in Portsmouth, Virginia. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the Federal Awardee Performance and Integrity Information System (FAPIS). FAPIS is a web-enabled application accessed via CPARS for contractor responsibility determination information.

b. The Contractor will have an opportunity to review their ratings/comments, under the step "Contractor Comments" in CPARS. You will be notified via email by the CPARS system to review the report and provide comments. Each contractor whose contract award is estimated to exceed \$100,000 may register with CPARS database at the following web address: www.cpars.gov in order to review the past performance evaluations. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207- 438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.

24. ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation.

(a) General Instructions:

1. The Government plans to make an award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if it is determined to be necessary.

2. Price quotes and technical quotes of each offeror will be evaluated independently. Offerors shall separately bind each. All copies shall therefore be labeled with the offerors name, business address, and VA Solicitation Number.

3. The response shall consist of two (2) separate parts; Part I - Price Quote, Part II – Technical Quote.

(b) Specific Instructions:

1. PART I - Price Quote – Submit one (01) original

a. SF1449 completed and signed by the signatory authority and any Amendments.

2. PART II - Technical Quote - Submit one (01) original.

a. The Offeror, shall submit one (01) original detailed technical quote in a format that clearly addresses the technical evaluation factors below.

b. Each response shall address each factor in the sequence listed and clearly identify which factor is being addressed.

c. There shall be no mention of costs in the Technical Quote.

4. Quotes shall be delivered to the address below by or on the set forth due date or emailed to anthont.marion2@va.gov NO LATER THAN March 15, 2016 by 2:00 PM CST. No Fax Copies will be accepted.

Michael E. DeBakey VA Medical Center
Purchasing and Contracts, (90C) Rm 4B-307
Attn: Anthony Marion, Contracting Officer
2002 Holcombe Boulevard
Houston, Texas 77030-4298

5. Offeror's business size certification and status will be verified in the System Award Management (SAM), Small Business Administration (SBA), and Vendor Information Page (VetBiz) portal with Data Universal Number (DUN). Offer shall ensure the company data is able to be viewed publically in all systems. Quotes shall be considered non responsive if Contracting Officer is not able to verify data in SAM's, SBA, and VetBiz.

6. Site Visit: March 2, 2016 promptly at 10:00am to 11:00am (cst) including walk through.
Michael E. Debakey VA Medical Center
BLDG 100 Room 4B-359 (Engineering Conference Room)
Houston, TX. 77030

7. All Questions shall be submitted no later than March 3, 2016 by 2:00pm (cst)

8. EVALUATION FACTORS FOR AWARD

The Government will award a contract on the basis of the lowest priced technically acceptable Quote meeting or exceeding the acceptable standards for non-cost factors. The following factors shall be used to evaluate offers:

Factor 1 Technical

Factor 2 Past Performance

Factor 3 Price

TECHNICAL EVALUATION APPROACH

Pass: Offeror submitted a detailed technical and management plan describing their proposed capability and methods to manage the performance of all work and requirements in Scope of

Work (SOW). Offeror has identify and submitted documents to illustrate authorized dealer/seller that shall be utilized under the awarded contract for parts and software, processes, methods, plans, personnel, licenses, permits and other resources as necessary that together demonstrate an adequate technical approach that will satisfy the requirements. There are no significant weaknesses.

Fail: Offeror failed to submit a detailed technical and management plan describing their proposed capability and methods to manage the performance of all work and requirements in Scope of Work (SOW). Offeror has failed to identify, or submitted documents to illustrate authorized dealer/seller that shall be utilized under the awarded contract for parts and software, processes, methods, plans, personnel, licenses, permits and other resources as necessary that together demonstrate an adequate technical approach that will satisfy the requirements. There are no strengths and many weaknesses, or some significant weaknesses.

25. Addendum to FAR 52.212-1 – Show full text FAR provisions followed by VAAR provisions in numeric order. List all provisions incorporated by reference in numeric order under 52.252-1 (see below), starting first with FAR and followed by VAAR.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
FAR PROVISIONS <http://www.acquisition.gov/far/index.html> (FAR) and
<http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

1. 52.204-16 Commercial and Government Entity Code Reporting (NOV 2014)

2. 52.204-17 Ownership or Control of Offeror (NOV 2014)

3. 52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial

challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

4. 52.209-7 Information Regarding Responsibility Matters (Jul 2013)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

26. 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price service contract resulting from this solicitation.

27. 52.233-2 Service of Protest (Sep 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Timothy Pighee, Contract Specialist, 2200 Fort Roots Dr. BLDG 41, Room 217, North Little Rock, AR, 72114-1709.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

28. 52.237-1 SITE VISIT APR 1984

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

29. VAAR PROVISIONS

1. 852.233-70 Protest Content/Alternative Dispute Resolution (Jan 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

2. 852.252-70 Solicitation Provisions Or Clauses Incorporated By Reference (Jan 2008) The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

3. 852.270-1 Representatives Of Contracting Officers (Jan 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under

this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

30. 52.212-2 Evaluation—Commercial Items (Jan 1999)

a) The Government will award a contract on the basis of the lowest priced technically acceptable quote meeting or exceeding the acceptable standards for non-cost factors. The following factors shall be used to evaluate offers:

Factor 1 Technical

Factor 2 Past Performance

Factor 3 Price

TECHNICAL EVALUATION APPROACH

Pass: Offeror submitted a detailed technical and management plan describing their proposed capability and methods to manage the performance of all work and requirements in Scope of Work (SOW). Offeror has identify and submitted documents to illustrate authorized dealer/seller that shall be utilized under the awarded contract for parts and software, processes, methods, plans, personnel, licenses, permits and other resources as necessary that together demonstrate an adequate technical approach that will satisfy the requirements.

There are no significant weaknesses.

Fail: Offeror failed to submit a detailed technical and management plan describing their proposed capability and methods to manage the performance of all work and requirements in Scope of Work (SOW). Offeror has failed to identify, or submitted documents to illustrate authorized dealer/seller that shall be utilized under the awarded contract for parts and software, processes, methods, plans, personnel, licenses, permits and other resources as necessary that together demonstrate an adequate technical approach that will satisfy the requirements. There are no strengths and many weaknesses, or some significant weaknesses.

FACTOR 1: TECHNICAL

SUB FACTOR 1 - CORPORATE EXPERIENCE

(A) Quoter shall utilize the attached Corporate Experience Form. Quoter shall have at least 10 (ten) years of Corporate Experience. Failure to provide evidence of experience in the quote submission shall result in a rejection of the quote.

(B) Company shall have provided these types of services to either a Government or Commercial entity for the minimum 10 (ten) years on the same type of equipment located at MEDVAMC per Scope of Work. At a minimum, your narrative shall include the following:

(i) Organizations number of years of corporate experience in providing the services at similar sized and complexity medical institutions as the Michael E. DeBakey VA Medical Center and similar type and age equipment.

(ii) Organizations size, experience in the field, and resources available to enable the Quoter to fulfill requirements of the size anticipated under any resultant contract;

(iii) Brief history of the organizations activities contributing to the development of expertise and capabilities related to this requirement.

(iv) Information that demonstrates the Quoters organizational and accounting controls and manpower presently in-house or the ability to acquire the type and kinds of personnel proposed to become in-house staff.

No substitution for Corporate Experience will be considered.

SUB FACTOR -2 Authorized dealer/seller

Quoter shall submit with quote a list of authorized dealer/seller that shall be utilized under the awarded contract for parts and software for government elevators. Failure to provide list of authorized dealers/sellers shall consider Quote Technical Unacceptable

SUB FACTOR -3. Personnel

(A) Quoters shall identify the personnel for the required contract. A complete resume shall be submitted for each personnel proposed for the contract. Quoters shall include with personnel resume any professional qualifications, specialized experience in this type of work, and the technical competence of the staff on similar projects. A complete project list of previous similar project experience for each proposed personnel is requested to demonstrate that each of the proposed staffing meets the minimum experience levels shown below. Contractors shall provide details concerning any previous experience the proposed team may have worked together on similar sized and complexity contracts.

(B) Each proposed personnel shall be evaluated based on VA's evaluation concerning the qualifications and experience.

1. Contractor shall be Fully Qualified based upon training and on experience in the field. For training, the technicians shall have successfully completed a formalized training program, for the specific equipment located within MEDVAMC per Scope of Work (Section XXV). Certificate of training shall be submitted with quote. For field experience, the technicians shall possess a minimum of 10 (ten) years of experience. The fully qualified technician shall also have a minimum 10 (ten) years' experience in working on Traction and Hydraulic elevators using the types of controls and systems in use at MEDVAMC.

2. The technicians shall be authorized by the contractor to perform the maintenance services for the various elevators per Scope of Work (Section XXV). Certificate of authorization shall be submitted with quote. All work shall be performed by "Fully Qualified" competent technicians directly employed by the contractor. The Contractor shall provide written assurance of the competency of their personnel and a list of credentials of approved technicians for each make and model the Contractor services at the MEDVAMC.

3. The contractor shall submit a resume of qualifications and training certificates with quote for personnel and employees proposed for this service contract. The contractor shall identify, by name, the key management and technical personnel who shall work under this task order at the time the work is being negotiated. The Government reserves the right to review the qualifications of the proposed replacement personnel and to reject individuals who do not meet the qualifications set forth in the SOW.

SUB FACTOR -4. Technical/Management Approach - The Quoter shall demonstrate the following, relevant to the subject procurement.

(A) Contractor shall submit with quote a detailed technical and management plan describing their proposed capability and methods to manage the performance of all work and requirements in Scope of Work (SOW). The plan shall be organized, specific and complete in detail, realistic, and provide a

straightforward delineation of the proposed management system. The plan shall contain all proposed management policies and organization charts proposed to implement the plan.

(B) Contractor shall submit with quote names and resumes of employees and prospective employees who are known to the Contractor that are anticipated to fulfill the services of this scope of work should be submitted as part of the vendor's technical quote. Where employees' names are not known, the use of position titles and job description will be acceptable. Prospective employees may provide letter of commitments in writing and copies of any licenses or certifications are a plus, especially proof of certification by the International Union of Elevator Constructors.

(C) Contractor shall submit with quote detail prior experience in providing services similar to those required by this solicitation. Emphasis shall be placed upon prior contractual experience that is the same as or equivalent to that required by this solicitation. The offerors description of prior contractual experience shall include a description of the type of work performed. Offerors may provide copies of the contract technical requirements to illustrate the type of work.

(D) Contractor shall submit with quote details of how they have the ability and qualified personnel to deliver emergency service and respond to Emergency Call Back per SOW.

(E) Contractor shall submit a copy of his or her quality control plan concurrently with the quote in adherence with Scope of Work requirements. Offeror shall provide a synopsis of offeror's overall approach to quality control/quality improvement and provide information on proposed quality improvement plan.

Quality control measures shall include, but not be limited to:

- Performing all required inspections, maintenance, and tests per Scope of Work
- Listing all subcontractors and services they shall perform
- Compliance with applicable Federal, state and local codes and regulations
- Correction to system failure or down time

FACTOR 2: PAST PERFORMANCE

(A). In this factor, the Government Past Performance will evaluated for responsibility purpose only. Quoter's demonstrating past performance of work of a similar nature and relevance to this procurement within the past three years. Quoter shall utilize the attached Past Performance Questionnaire. Contact persons provided for project submitted under Factor #1 Corporate Experience above may be contacted by the Evaluation Panel. The Quoter's past performance on similar contracts.

(B). Past Performance: The Quoter shall send out the attached past performance questionnaire to each of their references listed under Factor #1 -Corporate Experience above. The Government will evaluate the quality and extent of Quoter's performance deemed relevant to the requirements of this solicitation. The references shall return the past performance questionnaire directly to the Government Contract Specialist listed on the past performance questionnaire via email. The government will use information submitted by the Quoter's and other sources such as other Federal government offices and commercial sources to assess performance.

(C). Quoter's should follow-up and encourage references to return the questionnaires to the Contracting Officer in a timely manner.

The government will review available past performance data in PPIRS. However, the government reserves the right to obtain past performance information from any available sources and may contact customer other than those identified by the offer when evaluating past performance.

Note: Quoter's with no relevant past performance history will not be evaluated favorably or unfavorably on past performance.

FACTOR 3: PRICE

(A). In this factor, price will be evaluated for reasonableness and fairness by comparing quotes against each contractor submitted quote, and the government independent cost estimate.

(B) Options. The Government will average all submitted prices from each performance period and add that to the overall submitted price for total evaluation purposes. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(C) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

DELIVERABLES:

1. Technical Quote
2. Past Performance Questionnaire
3. Corporate Experience Form
4. List of authorized dealer/seller